
TOWN OF MILLVILLE

COMMONWEALTH of MASSACHUSETTS

RENEWAL CABLE TELEVISION LICENSE

GRANTED TO

CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC

August 5, 2002

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AGREEMENT

This Renewal License entered into this 5th day of August , 2002 by and between Charter Communications Entertainment I, L.L.C. a Delaware limited liability corporation (the "Company" or "Licensee"), and the Board of Selectmen of the Town of Millville, Massachusetts, as Issuing Authority for the renewal of the Cable Television License under M.G.L. c. 166A:

W I T N E S S E T H

WHEREAS, the Issuing Authority of the Town of Millville, Massachusetts ("Town"), pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as inserted by Chapter 1103 of the Acts of 1971, as amended, is authorized to grant one or more non-exclusive, renewal licenses to construct, upgrade, operate and maintain a Cable Television System within the Town of Millville and

WHEREAS, the Issuing Authority conducted a public hearing, pursuant to Section 626(a) of The Cable Act, to 1) identify the future cable related community needs and interests of the Town, and 2) review the performance of the Company during its current franchise term; and

WHEREAS, the Company submitted a Proposal for Renewal ("PFR") to the Town, dated August 6, 2001 for a Renewal License to construct, operate and maintain a Cable Television System in the Town; and

WHEREAS, the Issuing Authority and the Company agree on the PFR for the Cable Television System; and

WHEREAS, the Issuing Authority, after consideration, analysis and deliberation, approved the technical ability, financial qualifications, and other proposals of the Company; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the Town to grant a non-exclusive Renewal License to the Company; and

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

ARTICLE 1

DEFINITIONS

Many of the following terms are defined by federal law and those definitions are incorporated by reference herein. Definitions herein are intended only to clarify those definitions and not to supercede, limit or expand any such provisions of law.

(1) **Access or Public Access:** The right or ability of any Town resident and/or any person employed by a business, company or entity located within the Town to use designated facilities, equipment and/or specified channels of the Cable System, subject to the conditions and procedures established for such use.

(2) **Access Channel:** One or more video channels which the Company designates and makes available to the Town and/or its designees for the purpose of transmitting non-commercial programming by the members of the public, Town departments and agencies, public schools, educational, institutional and similar not-for-profit organizations.

(3) **Basic Service:** Generally the entry level tier of service defined, as "basic cable service" under 47 U.S.C. § 522(3), distributed over the Cable Television System, which includes, without limitation, all Public, Educational and Governmental ("PEG") Access Channels and all local broadcast signals, if any, required to be carried as Basic Cable Service pursuant to federal law.

(4) **The Cable Act:** Refers to all applicable provisions of the federal Communications Act, as amended, including the Cable Communications Policy Act of 1984 Public Law No. 98-549, 98 Stat. 2779 (1984), codified at 47 U.S.C. §§521 et seq. which became effective on December 29, 1984, and as thereafter amended by the Cable Telecommunications and Consumer Protection Act of 1992, and the Telecommunications Act of 1996.

(5) **Cable Communications System or Cable System or CATV System:** Generally the cable system, as defined by 47 U.S.C. § 522(7), or Community Antenna Television System, as defined by M.G.L.c. 166A § 1(b).

(6) **Cable Services:** The one-way transmission to subscribers of video programming, or other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service, generally defined by 47 U.S.C. § 522(6).

(7) **Cable Television Advisory Committee (the "Advisory Committee"):** A committee if any, appointed by the Town's Board of Selectmen, pursuant to 207 CMR 3.01 (3).

(8) **CATV:** Community Antenna Television or more generally referred to herein as "cable television."

(9) **Distribution Plant:** That part of the Cable Television System plant between the headend and the Cable Drop.

(10) **Downstream Channel:** A channel over which signals travel from the Cable System headend to an authorized recipient.

(11) **Drop or Cable Drop:** The coaxial cable that connects a home or building in the Town to the Distribution Plant of the Cable System, which is owned by the Licensee.

(12) **Educational Access Channel:** A specific channel on the Cable System designated by the Company and made available to educational institutions and/or educators wishing to present non-commercial educational information to the public.

(13) **Effective Date of Renewal License (the "Effective Date"):** August 5, 2002.

(14) **Execution Date of Renewal License (the "Execution Date"):** August 5, 2002.

(15) **External Costs:** Pursuant to Section 76.922(d) of the FCC's regulations, as such regulations may hereafter be from time to time amended, "External Costs" shall mean costs of Licensee in the categories enumerated in such regulations, including, but not necessarily limited to, the following categories: (a) state and local taxes applicable to the provision of Cable Television Service; (b) franchise fees; (c) costs of compliance with franchise requirements, including costs of PEG access channels as required by the franchise authority; (d) retransmission consent fees; and (e) programming costs. Permitted per channel charges for

regulated programming services may be adjusted to reflect changes in External Costs. Other costs may also be deemed External Costs in accordance with applicable law. As permitted by law, all External Costs, including those under this License, may be added onto the applicable rates, fees and charges of services and equipment paid by Licensee's subscribers in Town.

(16) **FCC:** The Federal Communications Commission, or any successor agency.

(17) **Government Access Channel:** A specific channel on the Cable System designated by the Company and made available to the Issuing Authority and/or its designees to present non-commercial programming and/or information to the public.

(18) **Gross Annual Revenue:** Compensation derived from subscriber revenues which includes basic and expanded basic tiers, pay programming, pay-per-view revenues, installations revenues, equipment rentals, excluding revenues from the sale of a capital asset not in the ordinary course of business; bad debt; third party billings, taxes and fees; home shopping service revenues, advertising and also excluding any revenues required to be excluded from franchise fee calculations under the Telecommunications Act of 1996, as amended and by decisions of the F.C.C.

(19) **Institutional Network:** The separate cable telecommunication coaxial and fiber optic cable network, OWNED BY LICENSEE, designed for broadband communication between specific and limited number of commercial and government sites with the Town. Two-way communication over the Network requires two channels: an upstream channel to forward the signal to a hub site and a second downstream channel to transport the radio frequency signal to the receive site(s).

(20) **Institutional Network Channel:** A 6 MHz channel on a network separate from the Subscriber Network and used for either Upstream or Downstream video, audio, or data transmission.

(21) **Issuing Authority:** The Board of Selectmen of the Town of Millville, Massachusetts.

(22) **Licensee:** Charter Communications Entertainment I, LLC, which may do business as "Charter Communications", "Charter", or any other name which it, in its sole discretion, selects.

(23) **MDTE:** The Massachusetts Department of Telecommunications and Energy, Cable Television Division, established pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

(24) **Multichannel Video Programming Provider (MVPP):** As defined by the FCC, any provider of multiple channel video service to the home, including but not limited to, Cable Television Service, direct broadcast satellite service ("DBS"), multi-channel multi-point distribution service ("MMDS"), and Open Video Service ("OVS").

(25) **Outlet:** The interior connection of a Subscriber or User's television set to the Cable System, which may or may not be an interior receptacle.

(26) **Pay Cable or Premium Cable Services:** Programming delivered for a fee or charge to Subscribers on a per-channel basis in addition to the fee or charge to Subscribers for the Basic Service.

(27) **Pay-Per-View:** Programming delivered for a fee or charge to Subscribers on a per-program or per-day basis in addition to the fee or charge to Subscribers for the Basic Service.

(28) **Private Way:** Generally, a non-public road or way providing access to two or more properties.

(29) **Public Access Channel:** A specific channel on the Cable System, which is designated by the Licensee for the use of individuals and not-for-profit organizations wishing to present non-commercial Programming and information.

(30) **Public Way or Street ("the Public Way"):** The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, alleys, sidewalks, lanes, boulevards, concourses, driveways, bridges, tunnels, parks, parkways and public grounds and all other publicly owned real property or real property rights under the jurisdiction of the Town within or belonging to the Town, or over which the Town has an easement or right-of-way, or to which the Town has rights compatible with the installation of cable and ancillary equipment pursuant to this Renewal License, now or hereafter existing.

(31) **Renewal License or License:** The non-exclusive, revocable Cable Communications License granted to the Licensee by this instrument.

(32) **Residence:** Any structure used for private or other non-business purposes including private homes; but excluding commercial entities including but not limited to restaurants, bars, public clubs, private clubs, nursing homes, college dormitories and hotels and that is able to receive Cable Service.

(33) **Signal:** Any transmission of electromagnetic or optical energy, which carries information from one location to another.

(34) **Subscriber:** Any person who elects to subscribe to, for any purpose, a service provided by Licensee by means of, or in connection with, the Cable Television System.

(35) **Subscriber Network:** A bi-directional capable network, OWNED AND operated by the Licensee, over which video, audio, text and data signals may be transmitted to Subscribers.

(36) **System outage or Outage:** An occurrence wherein ten (10) or more calls from one neighborhood report a loss of Cable Service.

(37) **Town:** The Town of Millville, Massachusetts.

(38) **Trunk and Distribution System:** That portion of the Cable System for the delivery of signals, but not including Drops to Subscribers' residences.

(39) **Upstream Channel:** A channel over which signals travel from an authorized location on the Subscriber Network or the Institutional Network, to the Cable System headend, or to the Institutional Network hub location.

ARTICLE 2

GRANT OF LICENSE

SECTION 2.1 — GRANT OF RENEWAL LICENSE

(a) PURSUANT to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, (M.G.L.c. 166A) as inserted by Chapter 1103 of the Acts of 1971, as amended, and to federal law, the Board of Selectmen as the Issuing Authority of the Town of Millville, Massachusetts ("Town"), hereby grants a non-exclusive renewal Cable Television License to Charter Communications Entertainment I, L.L.C. ("Licensee") a Delaware limited liability corporation established for such purpose, authorizing and permitting said Licensee to construct and operate a Cable Television System within the corporate limits of the Town of Millville, Massachusetts. This Renewal License is granted pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as amended, and with all rules and regulations of the FCC, the rules and regulations of the MDTE or Massachusetts Community Antenna Television Commission ("CATV Commission"), the Cable Act, as amended, and all other rules and regulations in force and effect upon the date hereof.

(b) Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee the right to construct, upgrade, install, operate and maintain a Cable System in, under, over, along, across, through or upon the Public Ways, including streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Millville within the municipal boundaries and subsequent additions thereto, including property over which the Town has an easement or right-of-way, Private Ways and also through public and private easements, which are within the Town, that have been dedicated for compatible uses, for the purpose of reception, transmission, collection, amplification, origination, distribution, or redistribution of audio, video, text, data, Internet access or other signals or services in accordance with the laws of the United States of America and the Commonwealth of Massachusetts. In exercising rights pursuant to this Renewal License, Licensee shall not endanger or interfere with the lives of persons or, without prior written permission, unlawfully interfere with any installations of the Town, any public utility serving the Town or any other persons permitted to use public ways and places. Grant of this Renewal License does not establish priority for use over other present or

future permit holders or the Town's own use of public ways and places. Disputes between Licensee and other parties regarding use of public ways and places shall be resolved in accordance with the Department of Public Works regulations or governing applicable law.

SECTION 2.2 — TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on August 5, 2002 and shall expire on August 4, 2012.

SECTION 2.3 — TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

This Renewal License or control thereof shall not be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any person holding such License to any other person, except as provided by applicable law or the regulations of the MDTE and the FCC.

SECTION 2.4 — NON-EXCLUSIVITY OF LICENSE AND COMPETITION

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other person a license or right to occupy or use the streets, or portions thereof, for the construction, installation, operation or maintenance of a Cable Television System within the Town, or the right of the Issuing Authority to permit the use of the public ways and places of the Town for any purpose whatever. Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses. Issuing Authority shall not permit or authorize any person or entity to operate a cable system without a License or franchise, as defined by 47 U.S.C. § 522(9).

(b) If the Town enters into any contract, license, agreement, or the like with a MVPP, which is not an affiliate of Licensee, the terms of that contract, license or agreement shall be on substantially equivalent terms and conditions contained in this agreement or such terms and conditions equitably modified to reflect any differences between this License and any additional license, contract or agreement in terms of benefit to the respective MVPP, including, but not limited to, such considerations as (i) length of term; (ii) extent of

service area; (iii) system design and construction specifications; (iv) the payment of any franchise fees; (v) any payments for the support PEG access programming; (vi) any grants for capital equipment for PEG access programming; (vii) the provision of any service or service connections to schools or public buildings; (viii) the construction of an I-Net; and (ix) customer service standards. To the extent that any term of this License is less favorable and more burdensome to the Licensee than those of an equivalent provision of such subsequent or additional MVPP license, contract, or agreement, the Town, upon written request of the Licensee, after providing public notice, shall hold a public hearing to afford Licensee the opportunity to demonstrate the disparate nature of the terms of the additional license(s) and, following said hearing, the Town shall take actions to rectify said differences, including, but not limited to, amending the additional license, contract, or agreement so that they are not on more favorable or less burdensome terms than the terms of this License or amending this License so that its terms are not less favorable or more burdensome than those of any additional license, contract, or agreement. In devising an appropriate remedy, the Town shall consider that, in certain instances, eliminating ongoing obligations after the implementing construction has been undertaken may be inadequate to provide meaningful relief.

(c) In the event the services of any MVPP competing with the Licensee is not licensed or under contract or under agreement with the Town ("unlicensed MVPP"), and the number of households subscribing to the unlicensed MVPP in combination with the number of Subscribers of all other unlicensed MVPPs available to franchise area households is in excess of five percent (5%) which percentage shall be calculated from the effective date of this License, then to the extent such MVPP is not required to (i) pay any franchise fee; (ii) pay for support of PEG access programming; (iii) make grants for PEG access facilities; (iv) provide drops and service to public buildings; (v) construct an I-Net; or (vi) comply with customer service standards, the Town upon written request of the Licensee citing this provision and requesting relief sought, after providing public notice, shall hold a public hearing at which it will consider the reasonableness of Licensee's request for relief from complying with the above mentioned requirements and afford Licensee the opportunity to demonstrate the disparate burdens and inequities on Licensee of having to comply with said requirements. Following said hearing, the Town shall issue a report ascertaining the reasonableness of continuing to require Licensee to engage in the above-mentioned requirements and what relief, if any, Licensee may be afforded. In the absence of any applicable federal law that occupies the field specifically aimed at equalizing competition or otherwise creating a "level playing field" between municipally licensed and unlicensed MVPPs, should the conditions which Licensee demonstrates in the aforementioned hearing give rise to a competitive disadvantage for the Licensee, the Town shall rectify said differences by modifying

this License in such a manner as to relieve the Licensee of the burdens which are not imposed on or provided by the Licensee's competitors or by imposing similar requirements on the MVPP.

SECTION 2.5 — FUTURE RENEWALS

Renewal rights shall be afforded the Licensee at the expiration of this license consistent with applicable state and federal law. In no event shall such renewal rights be less favorable to the Licensee than those set forth in 47 U.S.C. § 546, as it exists on the date hereof.

ARTICLE 3

SYSTEM DESIGN

SECTION 3.1 — SUBSCRIBER NETWORK

(a) The Licensee shall continue to operate and maintain a technologically suitable Cable System, which offers a full range of services and equipment, taking into account appropriate economic circumstances and feasibility and customer demand.

(b) Cable Service shall be made available to all homes in the Town; provided, however, that (i) all such homes are on the Public Way or a Private Way where Cable Service is available on the Effective Date of this License, or are located on Public Ways; (ii) such Public Ways or Private Ways can be accessed by Licensee from a Public Way without crossing a Town boundary; and (iii) to the extent that Licensee shall require easements, attachment to utility poles or other rights not granted herein, then such easements, attachments or other rights are available to Licensee on reasonable terms and conditions. Nothing herein shall be construed to preclude Licensee from charging a fee to any Subscriber or potential Subscriber for a standard or non-standard installation, as may be applicable.

(c) Standard drops and installations shall include aerial drops up to 300 feet in length. Larger aerial drops and underground drops shall be priced based on cost.

(d) The Cable System may operate with bi-directional capability but in no case shall be less than 750 Megahertz (Mhz),

(e) Licensee retains full ownership rights and interest in all portions of its Cable Television System, including, but not limited to, converters that it leases to subscribers, the Distribution Plant, the Cable Drops, the Outlets, the Subscriber Network, and the Trunk and Distribution System, as authorized in accordance with applicable law.

SECTION 3.2 — PARENTAL CONTROL CAPABILITY

The Licensee shall provide to Subscribers, for a reasonable charge and upon request, and to the extent required by law, with the capability to control the reception of any channels on the Cable System for the purpose of parental control.

ARTICLE 4

CONSTRUCTION, INSTALLATION AND MAINTENANCE STANDARDS

SECTION 4.1 — SERVICE AVAILABLE TO ALL RESIDENTS

(a) The Licensee shall make its Cable System Service available to all residents of the Town, within seven (7) days of a request therefore, subject to paragraphs (b), (c) & (d) below, and in any event by December 31, 2003, providing such residents meet the requirements of subparagraphs (b), (c) and (d) below, and Article 3, Section 3.1 (b) and (c).

(b) Installation charges shall be in conformance with the rate regulation provisions of the Cable Act. A standard aerial installation charge shall be established by the Licensee and shall apply to any residence located not more than three hundred feet (300') from the existing aerial Trunk and Distribution System and additions thereto. Non-standard aerial installation charges shall be in accordance with applicable law and shall apply to all residences located more than three hundred feet (300') from the existing aerial Trunk and Distribution Cable System and additions thereto.

(c) All future line extensions and developments shall be built within six (6) months of notification from the Town or developer of the availability of access to poles for aerial construction, or within six (6) months of written notification from the Town or developer of the availability of access to a joint trench in underground areas subject to Section 4.1(d). Where said notification is not provided to the Licensee or when a developer does not make joint trenches available in underground areas, such line extensions and developments shall be built within six (6) months after the roads within said line extensions or developments

are accepted as Public Ways, subject to Section 4.1(d) below; provided, however, that in the case of underground construction, the six (6) month requirement shall not apply where asphalt is not available or where the Town or State has a “road-cut moratorium” in place, or with respect to both aerial and underground construction, when homes are not expected to be occupied within the next six (6) months.

(d) All future line extensions and developments shall be built at the Licensee’s sole cost and expense; provided, however, that in cases where underground construction is required and the Licensee is not required or permitted to construct in accordance with section 4.1(c) supra, or the density of such new construction, aerial or underground, is less than twenty (20) homes per mile, the Licensee shall have the right to charge line extension fees to cover the costs of building such underground cable plant along the Public Way.

SECTION 4.2 — LOCATION OF CABLE SYSTEM

The Licensee shall construct, install, operate, and maintain the Cable System within the Town. Poles, towers, and other structures shall be erected so as not to interfere with vehicular or pedestrian traffic over the Public Way. The erection and location of all poles, towers, and other obstructions shall be in accordance with all laws, regulations, and/or by-laws. The Town shall cooperate with Licensee in all respects concerning the construction, installation, operation, and maintenance of Licensee's Cable System, including but not limited to the timely issuance of any permits or other authorizations necessary to perform such work at no charge to Licensee and upon such other reasonable terms and conditions as permitted by applicable law.

SECTION 4.3 — UNDERGROUND FACILITIES

(a) For residential subdivisions constructed after the Effective Date of this License with all utilities located underground, the Licensee shall install its Distribution Plant underground, provided: (i) the

subdivision contractor building the subdivision shall make the necessary easements available without cost to Licensee; and (ii) the subdivision contractor provides at least sixty (60) days' notice to the Licensee in order for the Licensee to place the Distribution Plant in utility trenches opened by the contractor.

(b) To facilitate the orderly development of new residential subdivisions with underground utilities, the Issuing Authority shall use its best efforts to encourage the Planning Board to (i) require that subdivision developers work with the Licensee during the planning of subdivisions to provide for Distribution Plant installation; (ii) require that a plan for the Distribution Plant be included in the subdivision plan as a condition for Planning Board approval; and (iii) require that the developer provide a copy of the approved plans to the Licensee.

SECTION 4.4 — CONSTRUCTION AND MAINTENANCE STANDARDS

Licensee shall construct and maintain the Cable System in accordance with applicable technical standards and standards generally observed by the cable television industry. During the term hereof, the Licensee shall comply with all applicable FCC statutes, regulations, and standards relating to the quality of signals transmitted over the Cable System. The Licensee shall construct, upgrade, install, operate, maintain and remove the Cable Television System in conformance with the Massachusetts Electrical Code, the National Electric Code, the National Electrical Safety Code, the National Electrical Code of the National Fire Protection Association, the National Cable Television Association Safety Manual, the rules and regulations of the FCC and the MDTE, building and zoning codes, and land use restrictions as the same exist or may be amended hereafter. The Licensee shall resolve any conflicts between said codes.

SECTION 4.5 — RESTORATION TO PRIOR CONDITION

Whenever the Licensee excavates, opens or disturbs any pavement, sidewalk or other improvement of any Public Way or place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee

in writing of the restoration and repairs required and the time fixed for performance thereof. Upon the failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority. For the purpose of this section, "*reasonable expense*" shall provide for restoration to a condition similar to the original condition.

SECTION 4.6 — DISCONNECTION AND RELOCATION

The Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Way or place, or remove from any street or other Public Way or place, any of its property as may be required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

SECTION 4.7 — PRIVATE PROPERTY

The Licensee shall be subject to applicable law regarding private property in the course of constructing, upgrading, installing, operating, and maintaining the Cable Television System in the Town. The Licensee shall, at its sole cost and expense, promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation, or maintenance of the Cable Television System. Pursuant to 47 U.S.C. § 541(a)(2), Licensee is authorized herein to install, construct, operate, maintain and remove its facilities in easements which have been dedicated to compatible uses, subject to the conditions of applicable law.

SECTION 4.8 — COMMERCIAL ESTABLISHMENTS

The Licensee shall make cable services available to any commercial establishments in the Town, which are located on the residential Subscriber Network, subject to the Licensee and each commercial

establishment reaching a reasonable agreement regarding the terms and costs of initial installation and service which may or may not differ from the terms and costs that apply to residential Subscribers. It is herein acknowledged that certain programming services may not be available to commercial establishments, or may be available only upon certain terms and conditions, pursuant to Law or the Licensee's agreements with its program suppliers.

SECTION 4.9 — CONTINUITY OF SERVICE

(a) It shall be the right of all subscribers, in any area of the Town when and where Licensee is providing service pursuant to this Renewal License, to receive service as long as their financial and other obligations to Licensee are honored. Licensee shall ensure that all Subscribers receive continuous, uninterrupted service, except for necessary or unforeseen service interruptions.

(b) Licensee may disconnect service to a Subscriber if, after providing notice of signal leakage, Subscriber does not permit Licensee to enter property and correct a signal leakage problem, in conformance with FCC technical specifications.

(c) Nothing in this License shall be construed to restrict Licensee from detecting and preventing unauthorized reception or interception of any service offered by Licensee through its Cable System; provided further that Licensee may decline to provide service to any person or entity who, whether by action, word or deed, refuses to cease and desist from the unauthorized reception or interception of Licensee's service.

ARTICLE 5

SERVICES AND PROGRAMMING

SECTION 5.1 — BASIC SERVICE AND OTHER SERVICES

It is the Licensee's intention to provide Basic and other services which shall initially include at least all programming listed in Exhibit 1, which list may be modified at Company's sole discretion at any time but at all times in accordance with applicable law.

SECTION 5.2 — FREE CONNECTIONS AND BASIC SERVICE TO MUNICIPAL BUILDINGS AND SCHOOLS

Upon written request of the Issuing Authority, the Licensee shall provide one (1) Subscriber Network Drop, one (1) Outlet with Basic Service, without charge, to municipal schools, police and fire stations, municipal libraries, and other municipal buildings specifically designated in writing by the Issuing Authority.

ARTICLE 6

PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT

SECTION 6.1 — PEG ACCESS CHANNELS

The Licensee shall make available sufficient bandwidth for three (3) channels for PEG access programming use, subject to sufficient demand and need for such channels. Use of these channels by the Town or schools and organizations or producers shall be strictly non-commercial in nature. Underwriting of the costs of access program production is permitted provided the sponsor(s) do not advertise on the programs. Underwriter acknowledgments similar to those appearing on public broadcast stations shall be permitted.

SECTION 6.2 — PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS EQUIPMENT/FACILITIES FUND

(a) The Licensee shall provide a one-time cash fund to the Town in the amount of Thirty-Seven Thousand dollars (\$37,000) ("PEG Fund") or provide, at the issuing authority election, a combination of cash and equipment and facilities of an equivalent value, provided that such PEG Fund and/or equipment and facilities shall be used solely for the purchase of PEG access equipment and supplies, or other cable-related needs as determined by the Town or its designee. The Licensee shall make said payment in full following the Effective Date of this Renewal License, upon ninety (90) days advance written notice to the Licensee from the Issuing Authority. The cost of this PEG Fund shall be an External Cost and may be charged to Subscribers in the Town in accordance with applicable law.

(b) In no case shall said payment described in Sec. 6.2(a) be counted against the annual PEG Access payment infra or any License Fee required infra or any other fees or payments required by law. This annual grant BELOW shall be considered as an external cost for the purposes of rate regulation and shall be passed on to the subscribers and identified as a separate line item on the subscriber's monthly statement.

(c) For the term of the Renewal License, the Licensee shall provide an annual payment to the Issuing Authority for PEG operations and related purposes equal to two percent (2%) of the Licensee's Gross Annual Revenues, as defined herein, directly to a special PEG Account, not the general fund. The first such annual cash grant under this License, shall take into consideration any payments made by the Licensee on or after January 1, 2002, will be made not later than sixty (60) days from the execution date of this agreement. Thereafter the Licensee shall make all subsequent annual cash grants no later than March 31 of each year.

SECTION 6.3 — EQUIPMENT OWNERSHIP AND MAINTENANCE

The Town shall own all PEG access equipment and, accordingly, shall be responsible for maintenance, repair, and replacement of all such PEG access equipment.

SECTION 6.4 — ACCESS CABLECASTING

. The Licensee shall provide, at its sole cost and expense, one (1) modulator and one (1) processor to the Town to ensure that such PEG access programming can be transmitted as required herein.

SECTION 6.5 — EDITORIAL CONTROL

Neither the Licensee nor the Issuing Authority may engage in any editorial control of the content of the access programming on the Cable System, except as otherwise required or permitted by applicable Law. In furtherance thereof, the Town will require program producers to assume individual responsibility for any program-based liability, subject to the Cable Act, FCC requirements or other applicable law. Nothing herein

shall be construed to limit the Licensee's right or ability to cablecast local programming at the Licensee's sole discretion.

SECTION 6.6 — PUBLIC ACCESS TO THE CABLE SYSTEM

Any resident of the Town, employee of the Town, or any organization based in the Town, shall have the right to place programming on the public access channels, and shall have access to access facilities and equipment, and to access training, subject to rules, if any, established by the Issuing Authority pursuant to this License.

SECTION 6.7 — LICENSEE TECHNICAL ASSISTANCE AND TRAINING

When requested, on a quarterly basis, Licensee will provide training for the residents and access personnel. Training will include production of programming and other topics as needed.

ARTICLE 7

LICENSE FEES

SECTION 7.1 — LICENSE FEE

Pursuant to M.G.L. c. 166A, § 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a license fee equal to \$0.50 per Subscriber per year, or such higher amount as may in the future be allowed pursuant to law. The number of Subscribers, for purposes of this section, shall be calculated as of the last day of each year. This amount is in addition to any amount remitted to the Commonwealth of Massachusetts pursuant to M.G.L.c. 166A, § 9.

SECTION 7.2 — PAYMENT

Pursuant to M.G.L. c. 166A, § 9, the license fees shall be paid annually to the Town throughout the term of this Renewal License, not later than March 15th of each year, unless otherwise required by applicable law.

ARTICLE 8

RATES AND CHARGES

SECTION 8.1 — NOTIFICATION OF RATES AND CHARGES

The Licensee shall inform the Issuing Authority of all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall inform the Issuing Authority of all changes in service, rates and charges of any kind, and all terms and conditions relating thereto in such time and manner as necessary to comply with Law, and to the extent such service charges are under Licensee's control. The Licensee shall notify all Subscribers of any impending rate increases in such time and manner as necessary to comply with Law.

SECTION 8.2 — PUBLICATION AND NON-DISCRIMINATION

All rates for residential service shall be published and non-discriminatory, although discounts may be made available to senior citizens and/or handicapped Subscribers, or through bulk accounts. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting Subscribers.

SECTION 8.3 — CREDIT FOR SERVICE INTERRUPTION

Pursuant to 207 CMR 10.09(1), Licensee shall grant a pro rata credit or rebate to any Subscriber whose entire Cable Service is interrupted for twenty-four (24) or more consecutive hours, if the interruption was not caused by the Subscriber and the Licensee knew or should have known of the service interruption. Pursuant to 207 CMR 10.09(2), if an entire tier or Premium Service of a Subscriber's Cable Service is

interrupted for twenty-four (24) or more consecutive hours, the Licensee shall provide a pro rata credit or rebate for each tier or Premium Service interruption as provided in 207 CMR 10.09(1).

SECTION 8.4 — SENIOR CITIZEN DISCOUNT

All Subscribers who are receiving a senior citizen/handicapped head of household discount as of the effective date of the renewal license will continue to receive the same discount. For all others the following shall be the criteria for receiving the senior citizen discount: (a) Sixty-five years of age or older; (b) Head of Household; (c) Recipient of one of the following: Medicaid, Governmental fuel assistance, Supplemental Security Income (SSI), V.A. benefits or a recipient of senior citizen tax abatements. If the applicant qualifies, he/she shall receive 10% on the Basic Tier only. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting Subscribers.

ARTICLE 9

INSURANCE AND BONDS

SECTION 9.1 — INSURANCE

The Licensee shall carry insurance with an insurance company qualified to do business in the Commonwealth of Massachusetts indemnifying the Licensee, the Town, its officers or employees from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, or maintenance of its Cable System, excluding those arising out of or in connection with any act or negligence of the Town, its officers, servants, employees or agents. The amount of such insurance against liability for damage to property shall be no less than one million dollars (\$1,000,000.00) as to any one accident. The amount of such insurance for liability for injury or death to persons shall be not less than two million dollars (\$2,000,000.00) on account of injury to or death of any one person and two million dollars (\$2,000,000.00) on account of injury to or death of any number of persons in any one accident.

SECTION 9.2 — PERFORMANCE BOND

The Licensee shall submit and maintain throughout the License a bond with corporate surety satisfactory to the Issuing Authority in the amount of twenty thousand dollars (\$20,000) conditioned on the following terms:

(1) The satisfactory completion of the installation and operation of the Cable System in accordance with the provisions of M.G.L.c. 166A §§ 5(a), (m) & (n) and this License.

(2) The satisfactory restoration of pavements, sidewalks and other improvements in accordance with M.G.L.c. 166A § 5(g) and as approved by the Issuing Authority and Superintendent of Streets of the Town;

(3) The sightly preservation of trees and the vegetation in accordance with M.G.L.c. 166A § 5(g) and as approved by the Issuing Authority and Tree Warden;

(4) The indemnification of the Town in accordance with M.G.L.c. 166A § 5(b);

(5) The satisfactory removal of the cable system in accordance with M.G.L.c. 166A § 5(f) and within six (6) months from the date of lawful notice from the Issuing Authority to so remove the cable system.

ARTICLE 10

ADMINISTRATION AND REGULATION

SECTION 10.1 — REGULATORY AUTHORITY

The Issuing Authority and/or its designees shall be responsible for the day-to-day regulation of the Cable System. The Issuing Authority and/or the Advisory Committee may monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of alleged breach pursuant to **Section 11.1** infra.

SECTION 10.2 — NON-DISCRIMINATION

The Licensee shall not discriminate against any person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of Law or regulations, relating to nondiscrimination through the term of this Renewal License.

SECTION 10.3 — REMOVAL OR RELOCATION

The Issuing Authority has the power at any time to order and require the Licensee to remove or relocate, for the purpose of preventing dangerous situations, any pole, wire, cable, or other structure owned by the Licensee. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill therefor.

SECTION 10.4 — INSPECTION

The Issuing Authority or its designee shall have the right to inspect the plant and equipment of the Licensee serving the Town upon reasonable notice. The Licensee shall fully cooperate in such inspections.

SECTION 10.5 — JURISDICTION

Jurisdiction and venue over any dispute, action, or suit shall be in any court of appropriate venue and original subject matter jurisdiction and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 11
DETERMINATION OF BREACH
LICENSE REVOCATION

SECTION 11.1 — DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any provision of this Renewal License, except as excused by *force majeure*, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions of which the Issuing Authority believes Licensee to be in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) cure any such default (and provide written evidence of the same) within thirty (30) days of notice thereof, or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured and provide written evidence to the Issuing Authority of such cure.

In the event that the Licensee fails to respond to such notice of default, to cure the default or to take reasonable steps to cure the default within the required thirty (30) period, the Issuing Authority shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing.

Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the licensee is in default of any provision of the Renewal License. In the event that the Issuing Authority, after public hearing, determines that a continuing state of default exists, the issuing Authority may determine to pursue any one of the following :

- i) assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;

- ii) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- iii) foreclose on all or any appropriate part of the security (performance bond) provided pursuant to sec. 9.2 herein;
- iv) declare the Renewal License to be revoked subject to Sec. 11.3 below and applicable law
- v) invoke any other lawful remedy available to the Town.

SECTION 11.2 — LIQUIDATED DAMAGES

a) For the violation of any of the following provisions of this Renewal License, Liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Sec. 11.1 above. Any such liquidated damages shall be assessed as of the date the Licensee receives written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default.

- i) For failure to maintain and operate the Cable system in accordance with Sections 3.1 herein, two hundred dollars (\$200) per day, for each and every day that such construction, installation, and/or activation have not occurred.
- ii) For failure to comply with the FCC's Customer Service Obligations in accordance with Sections 12.1 (a), 12.6, and exhibit 2 attached hereto, one hundred fifty dollars (\$150) per day that any such non-compliance continues.
- iii) For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets in accordance with section 5.2 and exhibit 1, one hundred dollars (\$100) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

b) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensations for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The licensee agrees that said foregoing amounts are liquidated damages not a penalty or forfeiture, and are within one of more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

SECTION 11.3 — REVOCATION OF THE RENEWAL LICENSE

In the event that the License fails to comply with any material provision of this Renewal License in any material fashion, the Issuing Authority may revoke the Renewal License granted herein, subject to the procedures of Law and this Renewal License, Section 11.1 above, and M.G.L. c 166A, § 11 as it exists on the date hereof. Licensee may contest such revocation in accordance with applicable law.

SECTION 11.4 — TERMINATION

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; (ii) the successful revocation of the Renewal License by action of the Issuing Authority, pursuant to **Section 11.1 and 11.2** above, or (iii) the expiration of the term of this Renewal License. In the event of any termination, the Town shall have all of the rights provided in this Renewal License.

SECTION 11.5 — NOTICE TO PARTIES OF LEGAL ACTION

In the event that either party hereto intends to take legal action of any kind against the other party for any reason, the moving party shall first (i) give the other party at least sixty (60) days' notice that an action will be filed as provided in Section 15.8 hereof; (ii) meet with the other party before it files any such action; and (iii) negotiate in good faith the issue which is the subject of any threatened legal action.

SECTION 11.6 — LICENSEE'S RIGHT OF APPEAL

Nothing herein shall be deemed to limit the right of the Licensee to appeal any decision of the Issuing Authority to any court or governmental agency having jurisdiction thereof.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

SECTION 12.1 — CUSTOMER SERVICE AND TELEPHONE ANSWERING SERVICE

(a) The Licensee shall comply with all currently applicable FCC Customer Service Regulations listed in Exhibit 2. To ensure such compliance, the Licensee shall maintain sufficient customer service representatives ("CSRs") to comply with said regulations. In enforcing this provision, the Issuing Authority shall take into considerations any temporary special circumstance effecting the Licensee's ability to comply (such as upgrading or expansion of the call center or the deployment of advanced services requiring additional personnel training and customer education) provided always that the Licensee can show that such circumstances will result only in temporary effects upon compliance. Notification of said temporary circumstances shall be given thirty (30) days before its commencement.

(b) After normal business hours, the Licensee shall maintain a telephone answering service or sufficient CSRs to handle Subscriber emergencies.

(c) All after-hours telephone calls regarding outages shall be acted upon promptly, and Licensee shall restore service as reasonably soon as possible under the circumstances.

SECTION 12.2 — INITIAL INSTALLATION AND SERVICE CALL PROCEDURES IN WIRED AREAS

The Licensee shall provide Cable Service to those residents whose homes are passed by the Cable System and who have requested service and have paid a deposit for such service, if required, within seven (7) business days of receipt of the request and deposit for standard aerial installations, provided that such request for service involves a standard installation. In arranging appointments for cable installation work or service calls, the Licensee shall make its reasonable best efforts to specify to the resident, in advance, whether installation or service will occur in the morning or afternoon hours. The Licensee shall make reasonable efforts to install or perform service at times convenient to residents, including times other than 9:00 a.m. to 5:00 p.m. weekdays. Failure to install within fourteen (14) days, or to make a service call as scheduled, without just cause or resident fault, shall require the Licensee to automatically offer a priority

cable installation or service call to the affected resident at a time mutually agreeable to the Licensee and such affected resident, but in no case later than three (3) working days following the initial installation or service call date unless mutually agreed to otherwise by the parties.

SECTION 12.3 — SUBSCRIBER SOLICITATION PROCEDURES

The Licensee shall provide all prospective Subscribers with complete, clear, and concise written information concerning all services and rates upon solicitation or before, or at the time of, installation of cable service. Such sales materials shall clearly and conspicuously disclose the price and other information concerning the Licensee's lowest cost service tier, prices of optional and Premium Services, privacy policies, availability and price of equipment and billing practices. Nothing herein shall be otherwise construed to limit, restrict, or prevent Licensee from marketing, promoting or offering any services provided hereunder in accordance with applicable law.

SECTION 12.4 — BILLING PRACTICES INFORMATION AND PROCEDURES

(a) The Licensee shall inform all prospective Subscribers of complete information respecting billing and collection procedures, procedures for ordering changes in or termination of service, and refund policies, upon solicitation of service and prior to the consummation of any agreement for installation of service.

(b) Billing procedures shall be as follows:

(i) The Licensee shall bill all residential Subscribers to its Cable Television Service in a uniform, non-discriminatory manner.

(ii) The Licensee shall provide all Subscribers with an itemized bill that contains, at a minimum, the following information:

- a. A list of each service or package received for the particular billing period; and
- b. the rate or charge for each service or package received; and
- c. the period of time over which said services are billed; and
- d. the total charges for the monthly period separate from any previous balance due.

(iii) Licensee may detail to Subscribers that portion of the monthly cable bill allocated to pay the license fees, PEG access costs, the PEG Fund or other External Costs.

SECTION 12.5 — DISCONNECTION AND TERMINATION OF CABLE SERVICES

The account of a Subscriber shall be considered delinquent and therefore subject to disconnection only in accordance with Licensee's payment policy and subject to all applicable laws and regulations.

SECTION 12.6 — RESPONSE TO SERVICE CALLS AND SERVICE COMPLAINTS/REBATE PROCEDURES

(a) Licensee shall use its best efforts to respond to all complaint calls or requests for repair service during regular business hours as soon as practicable.

(b) Licensee shall ensure that there are stand-by personnel on call at all times after normal business hours.

(c) Licensee shall respond to System Outages as soon as practicable, twenty-four (24) hours a day.

(d) Nothing herein shall be construed to require Licensee to violate applicable provisions of federal and Massachusetts law concerning Subscriber privacy.

SECTION 12.7 — COMPLAINT RESOLUTION PROCEDURES

(a) In compliance with law, the Licensee shall establish a procedure for resolution of billing disputes and other complaints by Subscribers. The Licensee shall provide, on an annual basis, a written description of said procedures, including telephone numbers to call for complaints and other services, to all Subscribers.

(b) If the Issuing Authority determines it to be in the public interest, the Issuing Authority or its designee may investigate any multiple complaints or disputes that are both specific and similar, brought by Subscribers arising from the operations of the Licensee, provided said Subscribers have made good faith effort to comply with the procedures specified in Section 12.7(a) above for the resolution of complaints.

(c) In the event that the Issuing Authority finds a pattern of multiple specific and similar unresolved subscriber complaints, the Issuing Authority may request appropriate and reasonable amendments to the Licensee's procedures for the resolution of complaints.

SECTION 12.8 — CHANGE OF SERVICE

Upon notification by a Subscriber to disconnect or downgrade a Basic or Premium Service, the Licensee shall cease and/or adjust said Subscriber's monthly service charges immediately or as of the Subscriber's specified disconnect or downgrade date.

SECTION 12.9 — EMPLOYEE AND AGENT IDENTIFICATION CARDS

All of the Licensee's employees and agents entering upon private property, in connection with the construction, installation, maintenance, and/or operation of the Cable System, including repair and sales personnel, shall be required to carry an employee identification card issued by the Licensee.

SECTION 12.10 — F.C.C. CUSTOMER SERVICE

The Licensee shall comply with the F.C.C. Customer Service Standards (47 C.F.R. § 76.309.c) under normal operating conditions, which standards are attached hereto as **Exhibit 2** and incorporated herein, except as provided in Section 12.1 above.

SECTION 12.11 — PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable System and shall not violate such rights through the use of any device or signal associated with the Cable Television Service, and as hereinafter provided. The Licensee shall have the right to take reasonable steps to avoid the unauthorized reception, use or interception of any of Licensee's services, including, but not limited to, prohibiting and removing any unauthorized instrument, apparatus, equipment or device, which is

designed, adapted, intended, or used to receive, use, intercept or fraudulently obtain any of Licensee's services, in violation of law or any of Licensee's rights under this License or any other agreement or instrument, and nothing herein shall be construed or is intended to limit, restrict or interfere with Licensee's right to secure its system and to offer services only to duly authorized customers.

(b) The Licensee shall comply with all privacy provisions contained in applicable laws, including, but not limited to, the provisions of 47 U.S.C. § 551.

SECTION 12.12 — VCR/CABLE COMPATIBILITY; A/B SWITCH

In order to assist Subscribers who own "cable ready" VCR's to interconnect such VCR's with their "cable ready" television sets, and to assist Subscribers in the interconnection of non-cable ready VCR's and television sets, Licensee has prepared instructional materials and shall, upon request, during the course of an installation, provide one (1) "A/B switch" and a splitter to each such Subscriber, at a reasonable cost, to facilitate such interconnection. Use of such an A/B switch and splitter will allow any Subscriber with a cable-ready VCR to record any channel while viewing an unscrambled channel, or vice-versa, without the need of a second converter. The simultaneous viewing of one (1) scrambled channel and taping of another scrambled channel requires a "second set" converter and applicable monthly charges and deposit.

ARTICLE 13

REPORTS AND INFORMATION

SECTION 13.1 — GENERAL

(a) Upon request of the Issuing Authority, the Licensee shall promptly submit to the Town any information with respect to the Cable System regarding the Licensee, its business and operations, or any affiliated person, in such form and containing such detail as may be specified by the Town pertaining to the subject matter of this Renewal License and which may be reasonably required to establish the Licensee's performance of its obligations pursuant to this Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

SECTION 13.2 — FINANCIAL AND OTHER REPORTS

To the extent required by applicable law, the Licensee shall furnish the Issuing Authority with financial and other reports necessary to ensure compliance with the License, provided that Licensee's proprietary information shall not be required to be submitted unless it can be protected from public disclosure.

SECTION 13.3 — SUBSCRIBER COMPLAINT REPORTS

The Licensee shall, within ten (10) business days after receiving a written request from the Town, send a written report to the Issuing Authority with respect to any subscriber complaint. Such report shall provide a full explanation of the investigation, findings and corrective steps taken, as allowed by Law.

ARTICLE 14

EMPLOYMENT

SECTION 14.1 — EMPLOYMENT

The Licensee shall be an equal opportunity employer and adhere to all applicable federal, state, and/or local laws and regulations regarding employment and employment discrimination, including but not limited to all FCC regulations with respect to equal employment requirements applicable to cable television systems.

ARTICLE 15

MISCELLANEOUS PROVISIONS

SECTION 15.1 — ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as incorporated by specific reference herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

SECTION 15.2 — SEPARABILITY AND PREEMPTION

Should any conflict arise between the terms herein and applicable Federal or State law, then the applicable law shall control. If any section, sentence, paragraph, term or provision of this Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Renewal License.

SECTION 15.3 — WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Execution Date of this Renewal License: (i) The Licensee is duly organized and validly existing; (ii) Licensee is registered to do business under the laws of the State; (iii) the Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License; and (iv) this Renewal License is enforceable against the Licensee in accordance with the provisions herein.

SECTION 15.4 — FORCE MAJEURE

If by reason of *force majeure* either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "*force majeure*" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority, whether legal or illegal; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; labor actions and unavailability of essential equipment, services and/or materials beyond the control of the Licensee; and the inability of Licensee to obtain, on customary and reasonable terms, easements, permits or licenses for the attachment or placement of the System, or parts thereof, to any pole or underground conduit not owned by Licensee, or any other cause or event not reasonably within the control of the disabled party.

SECTION 15.5 — REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall offer to Subscribers, at the Licensee's costs for labor and materials, an adequate switching device ("A/B Switch") to allow Subscribers to choose between cable and non-cable television reception.

SECTION 15.6 — STATEMENT OF THE LICENSE

By executing this Renewal License, the Licensee represents that to the best of its knowledge and belief: (i) none of the officers, directors or general partners of the Licensee have any relation or interest in any local broadcast station or telephone company that would be in violation of the Cable Act; and (ii) as of the date of execution hereof, the performance of all terms and conditions in this Renewal License is commercially practicable.

SECTION 15.7 — APPLICABILITY OF RENEWAL LICENSE

All of the provisions in this Renewal License shall apply to the Town, the Licensee, and their respective successors and assignees.

SECTION 15.8 — NOTICES AND REQUESTS

(a) Every notice and/or request to be served upon the Issuing Authority shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid) to the *Board of Selectmen, Town Hall, PO Box 703 170 Main Street, Millville, Massachusetts 01529*, or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered by hand or sent by Federal Express or other express receipted delivery service or certified mail (postage prepaid) to the *Director of Operations, Charter Communications, 95 Higgins Street, Worcester, Massachusetts 01606*, with a copy sent to *Joshua L. Jamison, Vice President, Northeastern Operations, Charter Communications, 11 Commerce Road, Newtown, Connecticut 06470* and *M. Celeste Vossmeier, Esq., Vice President, Government Relations, Charter Communications, Inc., Charter Plaza 12405 Powerscourt Drive, St. Louis, Missouri 63131*, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction, or order, and shall be deemed to have been given at the time of receipt of such notice.

(b) Whenever notice of any public meeting relating to the Cable System is required by Law, regulation or this Renewal License, upon notice by the Town, the Town shall publish or cause to be published notice of same, sufficient to identify its time, place and purpose, in a Town newspaper of general circulation once in each of two (2) successive weeks, the first publication being not less than fourteen (14) days before the day of any such hearing.

(c) Subject to Section 15.8(a) above, all required notices shall be in writing.

SIGNATURE PAGE

In WITNESS WHEREOF, this Renewal License is hereby issued by the Board of Selectmen for the **Town of Millville, Massachusetts**, as Issuing Authority, and all terms and conditions are hereby agreed to by Charter Communications Entertainment I, L.L.C., as of the date first written above.

Chairman, Board of Selectmen
Millville, Massachusetts

M. Celeste Vossmeier
Vice-President –Government Relations
Charter Communications

Member, Board of Selectmen

Date

Member, Board of Selectmen

Member, Board of Selectmen

Member, Board of Selectmen

Date

EXHIBIT 1

EXHIBIT 2 - PROGRAMMING AND INITIAL SIGNAL CARRIAGE

The Licensee shall provide when possible the following broad categories of Programming:

- News/Weather Programming
- Sports Programming
- Public Affairs Programming
- Children's Programming
- Entertainment Programming
- Local Programming
- Broadcast Stations
- Educational Programming
- Financial/Business Programming
- International Programming
- Movie Programming
- Religious Programming
- Science/Health Programming
- Sports Programming
- Variety Programming
- Women's/Minority Programming

EXHIBIT 2

F.C.C. CUSTOMER SERVICE STANDARDS

(CFR 76.309.c)

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION
PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 **Customer Service Obligations**

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability:

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform

surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers:

(i) Notifications to subscribers:

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A)

of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing:

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds: Refund checks will be issued promptly, but no later than either:

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits: Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions:

(i) Normal business hours: The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions: The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption: The term "service interruption" means the loss of picture or sound on one or more cable channels.